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 10 UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

11 HOUTAN PETROLEUM, INC.) Case No. 3:07-cv-5627 SC
 12 Plaintiff,)
 13 vs.)
 14 CONOCOPHILLIPS COMPANY, a Texas) CONOCOPHILLIPS COMPANY'S
 corporation and DOES 1 through 10,) REQUEST FOR REASSIGNMENT TO
 15 Inclusive) NEW UNITED STATES MAGISTRATE
 16 Defendants.) JUDGE FOR SETTLEMENT
 17 CONFERENCE
)
) DENIED

18 At the Pretrial Conference on February 6, 2008, the Court ordered the parties to complete
 19 a settlement conference before a United States Magistrate Judge. Judge Larson thereafter
 20 scheduled the matter for settlement conference on March 12, 2008. (Docket No. 86.)
 21 ConocoPhillips is, of course, pleased to proceed before Judge Larson, but understands that Judge
 22 Larson is unavailable to conduct a settlement conference prior to March 12, 2008.

23 ConocoPhillips believes it is important that the parties complete the settlement
 24 conference as soon as possible for a number of reasons. Most importantly, in light of the
 25 vacation of the trial date, Houtan Petroleum remains in possession of ConocoPhillips' equipment
 26 and improvements, without paying rent, and in direct defiance of the Court's order denying
 27 injunctive relief (Docket No. 18). With every day that passes, Houtan Petroleum continues to
 28 help itself to injunctive relief the Court properly denied. As a result, and as this Court has

1 already recognized, the status quo creates considerable environmental risks as ConocoPhillips
 2 has no contractual or other right to supervise the subject service station. (*Id.* at 18:24-27 “[i]n
 3 light of the environmental issues associated with a gas station, Conoco would be exposed to risks
 4 if it were unable to supervise or ensure prudent station practices and compliance with applicable
 5 regulations”).

6 Accordingly, ConocoPhillips respectfully requests that the Court consider reassigning the
 7 parties to the first available United States Magistrate Judge for a settlement conference at the
 8 Court’s earliest convenience. In the event that no United States Magistrate Judge in the District
 9 is available prior to March 12, then ConocoPhillips would of course be pleased to proceed as
 10 scheduled before Judge Larson.

11 Counsel for ConocoPhillips has conferred with counsel for Plaintiff, Houtan Petroleum,
 12 Inc., regarding this request. Plaintiff’s counsel has advised that Plaintiff does not oppose the
 13 request for an earlier settlement conference.

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15 Dated: February 8, 2008

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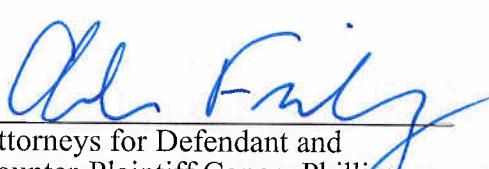
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By


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